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INTERSTATE COMMERCE COMMISSION

Trust Agreement

dated as of

November 1, 1972

BETWEEN

NATIONAL BANK OF TULSA,
Owner

AND

WELLS FARGO BANK, N.A.,
Trustee

PENNSYLVANIA POWER & LIGHT COMPANY
131 BETHLEHEM STEEL CORPORATION
COAL HOPPER CARS

Filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on
1972, at .M., Recordation No. .

INDEX TO TRUST AGREEMENT

ARTICLE I.

DEFINITIONS

	<u>PAGE</u>
SECTION 1.01. Special Definitions	1
SECTION 1.02. Reference to Lease	3

ARTICLE II.

AUTHORITY TO EXECUTE; DECLARATION OF TRUST

SECTION 2.01. Authorization	3
SECTION 2.02. Declaration of Trust	4

ARTICLE III.

THE EQUIPMENT TRUST CERTIFICATES

SECTION 3.01. Form of Equipment Trust Certificates	4
SECTION 3.02. Terms of Equipment Trust Certificates	10
SECTION 3.03. Payments from Trust Estate Only	10
SECTION 3.04. Method of Payment	11
SECTION 3.05. Application of Payments to Principal and Interest	12
SECTION 3.06. Termination of Interest in Trust Estate	12
SECTION 3.07. Transfer of Equipment Trust Certificates	12
SECTION 3.08. Mutilated, Destroyed, Lost or Stolen Equipment Trust Certificates	14
SECTION 3.09. Payment of Expenses on Transfer	15

ARTICLE IV.

ACCEPTANCE AND DELIVERY OF UNITS; ISSUANCE OF EQUIPMENT TRUST CERTIFICATES

SECTION 4.01. Authorization	15
SECTION 4.02. Conditions	16

ARTICLE V.

RECEIPT, DISTRIBUTION AND APPLICATION OF
INCOME FROM THE TRUST ESTATE

	<u>PAGE</u>
SECTION 5.01. Basic Rent	16
SECTION 5.02. Payments for Obsolete or Lost Units	18
SECTION 5.03. Payments After Event of Default	19
SECTION 5.04. Payments for Loss of Depreciation or Interest Deductions	19
SECTION 5.05. Application of Lease Provisions	19
SECTION 5.06. Other Payments	20

ARTICLE VI.

DUTIES OF THE TRUSTEE

SECTION 6.01. Notice of Event of Default	20
SECTION 6.02. Action Upon Instructions	21
SECTION 6.03. Indemnification	22
SECTION 6.04. No Duties Except as Specified in Trust Agreement or Instructions	22
SECTION 6.05. No Action Except Under Lease, Trust Agreement or Instructions	23

ARTICLE VII.

THE TRUSTEE

SECTION 7.01. Acceptance of Trusts and Duties	23
SECTION 7.02. Absence of Duties	23
SECTION 7.03. No Representations or Warranties as to Units or Doc- uments	24
SECTION 7.04. No Segregation of Monies; Deposit; No Interest	24
SECTION 7.05. Reliance; Agents; Advice of Counsel	24
SECTION 7.06. Not Acting in Individual Capacity	25
SECTION 7.07. No Compensation from Loan Participants or Trust Estate	25
SECTION 7.08. Exculpatory Provisions, Immunities and Indemnities in Favor of Trustee	25

ARTICLE VIII.

INDEMNIFICATION BY OWNER

	<u>PAGE</u>
SECTION 8.01. Indemnification of Trustee	25
SECTION 8.02. Indemnification of Holders	26

ARTICLE IX.

TRANSFER OF EQUIPMENT TRUST CERTIFICATES AND OWNER'S INTEREST

SECTION 9.01. Conditions	27
SECTION 9.02. Notice	28
SECTION 9.03. Option to Buy Equipment Trust Certificates	29

ARTICLE X.

SUCCESSOR TRUSTEE

SECTION 10.01. Resignation and Removal of Trustee; Appointment of Successor Trustee	29
SECTION 10.02. Qualifications of Successor Trustee	30
SECTION 10.03. Merger, Conversion or Consolidation of Trustee	30

ARTICLE XI.

SUPPLEMENTS AND AMENDMENTS TO THIS TRUST AGREEMENT
AND OTHER DOCUMENTS

SECTION 11.01. Instructions of Majority; Limitations	30
SECTION 11.02. Trustee Protected	31
SECTION 11.03. Request of Substance; Not Form	31
SECTION 11.04. Documents Mailed to Holders	31

ARTICLE XII.

MISCELLANEOUS

SECTION 12.01. Termination of Trust Agreement	32
SECTION 12.02. No Legal Title to Trust Estate in Holders	32
SECTION 12.03. Sale of Units by Trustee is Binding	32

	<u>PAGE</u>
SECTION 12.04. Trust Agreement and Equipment Trust Certificates for Benefit of Trustee and Holders Only	33
SECTION 12.05. Notices	33
SECTION 12.06. Severability	33
SECTION 12.07. Written Changes Only	33
SECTION 12.08. Separate Counterparts	34
SECTION 12.09. Successors and Assigns	34
SECTION 12.10. Headings	34
SECTION 12.11. Governing Law	34

TRUST AGREEMENT

TRUST AGREEMENT dated as of November 1, 1972 between NATIONAL BANK OF TULSA, a national banking association ("Owner") and WELLS FARGO BANK, N.A., a national banking association ("Trustee").

ARTICLE I

DEFINITIONS

SECTION 1.01. For all purposes of this Trust Agreement the following terms shall have the following meanings:

(a) *Assignment* shall mean the Purchase Order Assignment to be dated as of the date hereof and to be executed and delivered by the Lessee and the Trustee in substantially the form of Exhibit II to the Finance Agreement, together with the Consent and Agreement to said Purchase Order Assignment to be executed by the Builder in substantially the form set forth in said Exhibit II as said form of said Purchase Order Assignment and Consent and Agreement may from time to time be supplemented or amended, or the terms thereof waived or modified, to the extent permitted by, and in accordance with, the terms of this Trust Agreement.

(b) *Closing Date, Commitment and Delivery Date* shall have the respective meanings defined in the Finance Agreement.

(c) *Equipment Trust Certificate* shall mean the Series A Equipment Trust Certificates, herein sometimes called the "*Series A Equipment Trust Certificates*", and the Series B Equipment Trust Certificates, herein sometimes called the "*Series B Equipment Trust Certificates*", each to be substantially in the form therefor set forth in Section 3.01(a), issued by the Trustee to or on the order of a Loan Participant pursuant to Article IV, and shall include any certificate issued in exchange therefor or replacement thereof pursuant to Section 3.07 or 3.08.

(d) *Finance Agreement* shall mean the Finance Agreement dated as of the date hereof among the Lessee, the Trustee and the

Participants, as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof, provided a signed copy of such supplement, amendment, waiver or modification has been delivered to the Trustee as provided in Section 9 of such Finance Agreement.

(e) *Lease* shall mean the Lease of Railroad Equipment to be dated as of the date hereof and to be entered into by the Trustee and the Lessee in substantially the form of Exhibit III to the Finance Agreement, as said Lease may from time to time be supplemented or amended, or the terms thereof waived or modified, to the extent permitted by, and in accordance with, the terms of this Trust Agreement.

(f) *Loan Participant* shall include the Series A Loan Participants and the Series B Loan Participants.

(g) *Majority in Interest of Participants* as of a particular date of determination shall mean (i) the holders of more than 50% in aggregate unpaid principal amount of all Equipment Trust Certificates, if any, outstanding as of such date or, if no Equipment Trust Certificates have been issued, Loan Participants having more than 50% of the aggregate Commitments of the Loan Participants under the Finance Agreement and (ii) the Owner; *provided, however*, that during any period during which an Event of Default shall have occurred and be continuing, or during any period commencing 7 days after any payment of principal of, premium (if any) or interest on any Equipment Trust Certificate shall not have been paid when due for any reason and continuing thereafter until payment in full of any principal of, premium (if any) and interest on any Equipment Trust Certificates which shall be overdue, *Majority in Interest of Participants* shall mean the holders of more than 50% in aggregate unpaid principal amount of all Equipment Trust Certificates outstanding as of the date of determination.

(h) *Participant* shall include each Loan Participant and the Owner.

(i) *Payment Date* shall mean any date specified for the payment of semi-annual installments of interest or level payments on the Equipment Trust Certificates.

(j) *Series A Loan Participant* shall mean and include Citizens National Bank of Chicago and its successors and assigns.

(k) *Series B Loan Participant* shall mean and include each of the following and their respective successors and assigns:

Bankers Life Company
Pilot Life Insurance Company

(l) *Trust Estate* shall mean all estate, right, title and interest of the Trustee in and to the Units, the Lease, the Purchase Order and the Assignment, including, but without limitation, (i) all amounts of Basic Rent, Supplemental Rent, insurance proceeds and requisition, indemnity or other payments of any kind for or with respect to any Unit and (ii) any and all payments or proceeds received by the Trustee after the termination of the Lease with respect to any Unit as the result of the sale, lease or other disposition thereof.

SECTION 1.02. For all purposes of this Trust Agreement the following terms shall have the meanings defined in the Lease: *Basic Rent, Builder, Casualty Occurrence, Casualty Value, Event of Default, Lessee, Purchase Order, Purchase Price, Rent, Rental Payment Date, Supplemental Rent, Termination Value and Unit.*

ARTICLE II

AUTHORITY TO EXECUTE; DECLARATION OF TRUST

SECTION 2.01. The Owner hereby authorizes and directs the Trustee to execute and deliver the Finance Agreement, the Assignment and the Lease and, subject to the terms of this Trust Agreement, to exercise the rights and perform the duties of the assignee under the Assignment and of the lessor under the Lease.

SECTION 2.02. The Trustee hereby declares that it will hold the Trust Estate upon the trusts hereinafter set forth, subject to, and in accordance with, the terms of Article V hereof, *first*, for the ratable use and benefit of the holders of the Equipment Trust Certificates and, *second*, for the ratable use and benefit of the Owner, all as more particularly set forth in said Article V. This Trust Agreement creates, for the benefit of the holders of the Equipment Trust Certificates, a security interest in the Trust Estate to secure the prompt payment of the indebtedness evidenced by the Equipment Trust Certificates and the performance and observance by the Trustee of all of the agreements, covenants and provisions herein and in the Equipment Trust Certificates contained, subject to the terms and conditions hereof.

ARTICLE III

THE EQUIPMENT TRUST CERTIFICATES

SECTION 3.01. (a) The Series A Equipment Trust Certificates and the Series B Equipment Trust Certificates shall be substantially in the respective forms set forth below:

[FORM OF SERIES A EQUIPMENT TRUST CERTIFICATE]

Wells Fargo Bank, N.A.,

Trustee Under Trust Agreement

Dated as of November 1, 1972

(PENNSYLVANIA POWER & LIGHT COMPANY)

7½% SERIES A EQUIPMENT TRUST CERTIFICATE

\$_____, 197__

Wells Fargo Bank, N.A., as trustee ("Trustee") under the Trust Agreement dated as of November 1, 1972 ("Trust Agreement"; the defined terms therein not otherwise defined herein being herein used with the same meanings), between National Bank of Tulsa ("Owner") and the Trustee, hereby promises to pay to the order of _____

----- the principal sum
of \$-----,
together with interest on the amount of said principal sum remain-
ing unpaid from time to time from the date of this Series A Equip-
ment Trust Certificate until payment in full of said principal sum
at the rate of 7½% per annum (computed on the basis of a 360-day
year of twelve 30-day months), payable as to interest only on Jan-
uary 2, 1973 and thereafter in 12 consecutive semi-annual level pay-
ments of principal and interest (except that the last such level
payment shall be in an amount sufficient to discharge the accrued
interest on, and unpaid principal of, this Series A Equipment Trust
Certificate) commencing July 2, 1973, and on each January 2 and
July 2 thereafter.

This Series A Equipment Trust Certificate, to the extent per-
mitted by applicable law, shall bear interest at the rate of 9%
per annum (computed as aforesaid) on any part of the principal
or interest hereof not paid when due for any period during which
the same shall be overdue.

All payments of principal and interest hereunder and under
the Trust Agreement shall be made only from the income and pro-
ceeds from the Trust Estate and only to the extent that the Trustee
shall have sufficient income or proceeds from the Trust Estate to
make such payments in accordance with the terms of Article V
of the Trust Agreement; and each holder hereof, by its acceptance
of this Series A Equipment Trust Certificate, agrees that it will
look solely to the income and proceeds from the Trust Estate to
the extent available for distribution to the holder hereof as above
provided and that neither the Owner nor the Trustee is personally
liable to the holder hereof for any amounts payable under this
Series A Equipment Trust Certificate or the Trust Agreement.

Principal and interest shall be payable at the corporate trust
department of the Trustee at 475 Sansome Street, San Francisco,
Cal. 94120, or at the office of any successor Trustee, in lawful
money of the United States of America.

Each holder hereof by its acceptance of this Series A Equip-
ment Trust Certificate agrees that, except as otherwise provided
in Section 3.05 of the Trust Agreement, each level payment and

any other payment received by it hereunder shall be applied, *first*, to the payment of accrued interest on this Series A Equipment Trust Certificate (as well as any interest on overdue principal or interest) to the date of such payment, *second*, to the payment of the principal amount of this Series A Equipment Trust Certificate then due and *third*, the balance, if any, remaining thereafter, to the payment of the principal amount of this Series A Equipment Trust Certificate remaining unpaid, in the manner set forth in Section 3.05 of the Trust Agreement.

This Series A Equipment Trust Certificate is one of the Equipment Trust Certificates referred to in the Trust Agreement, which have been or are to be issued by the Trustee pursuant to the terms of the Trust Agreement. The rights of the Owner under the Trust Agreement, as well as the beneficial interest of the Owner in and to the Trust Estate, are subject to the rights of the holders of the Equipment Trust Certificates to the extent provided in the Trust Agreement. Reference is hereby made to the Trust Agreement for a statement of the rights of the holder of this Series A Equipment Trust Certificate and of the rights of the holders of the other Equipment Trust Certificates and of the Owner, as well as for a statement of the terms and conditions of the trust created by the Trust Agreement, to all of which terms and conditions each holder hereof agrees by its acceptance of this Series A Equipment Trust Certificate.

This Series A Equipment Trust Certificate is not subject to prepayment, except as provided in Sections 5.02, 5.03 and 5.06 of the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Series A Equipment Trust Certificate to be duly executed on its behalf by an authorized officer as of the date first above written.

WELLS FARGO BANK, N.A.,
Trustee

By _____
Authorized Officer

[FORM OF SERIES B EQUIPMENT TRUST CERTIFICATE]

Wells Fargo Bank, N.A.,

Trustee Under Trust Agreement

Dated as of November 1, 1972

(PENNSYLVANIA POWER & LIGHT COMPANY)

7 $\frac{7}{8}$ % SERIES B EQUIPMENT TRUST CERTIFICATE

\$-----, 197--

Wells Fargo Bank, N.A., as trustee ("Trustee") under the Trust Agreement dated as of November 1, 1972 ("Trust Agreement"; the defined terms therein not otherwise defined herein being herein used with the same meanings), between National Bank of Tulsa ("Owner") and the Trustee, hereby promises to pay to the order of ----- the principal sum of \$-----, together with interest on the amount of said principal sum remaining unpaid from time to time from the date of this Series B Equipment Trust Certificate until payment in full of said principal sum at the rate of 7 $\frac{7}{8}$ % per annum (computed on the basis of a 360-day year of twelve 30-day months), payable as to interest only in 13 consecutive semi-annual payments, commencing January 2, 1973, and on each July 2 and January 2 thereafter, and thereafter in 24 consecutive semi-annual level payments of principal and interest (except that the last such level payment shall be in an amount sufficient to discharge the accrued interest on, and unpaid principal of, this Series B Equipment Trust Certificate), commencing July 2, 1979, and on each January 2 and July 2 thereafter.

This Series B Equipment Trust Certificate, to the extent permitted by applicable law, shall bear interest at the rate of 9% per annum (computed as aforesaid) on any part of the principal, premium (if any) or interest hereof not paid when due for any period during which the same shall be overdue.

All payments of principal and interest and premium (if any) hereunder and under the Trust Agreement shall be made only from

the income and proceeds from the Trust Estate and only to the extent that the Trustee shall have sufficient income or proceeds from the Trust Estate to make such payments in accordance with the terms of Article V of the Trust Agreement; and each holder hereof, by its acceptance of this Series B Equipment Trust Certificate, agrees that it will look solely to the income and proceeds from the Trust Estate to the extent available for distribution to the holder hereof as above provided and that neither the Owner nor the Trustee is personally liable to the holder hereof for any amounts payable under this Series B Equipment Trust Certificate or the Trust Agreement.

Principal and interest and premium (if any) shall be payable at the corporate trust office of the Trustee at 475 Sansome Street, San Francisco, Cal. 94120, or at the office of any successor Trustee, in lawful money of the United States of America.

Each holder hereof by its acceptance of this Series B Equipment Trust Certificate agrees that, except as otherwise provided in Section 3.05 of the Trust Agreement, each level payment and any other payment received by it hereunder shall be applied, *first*, to the payment of accrued interest on this Series B Equipment Trust Certificate (as well as any interest on overdue principal or interest) to the date of such payment, *second*, to the payment of any premium due on this Series B Equipment Trust Certificate in connection with such payment, *third*, to the payment of the principal amount of this Series B Equipment Trust Certificate then due and *fourth*, the balance, if any, remaining thereafter, to the payment of the principal amount of this Series B Equipment Trust Certificate remaining unpaid, in the manner set forth in Section 3.05 of the Trust Agreement.

This Series B Equipment Trust Certificate is one of the Equipment Trust Certificates referred to in the Trust Agreement, which have been or are to be issued by the Trustee pursuant to the terms of the Trust Agreement. The rights of the Owner under the Trust Agreement, as well as the beneficial interest of the Owner in and to the Trust Estate, are subject to the rights of the holders of the Equipment Trust Certificates to the extent provided in the Trust Agreement. Reference is hereby made to the Trust Agreement for a statement of the rights of the holder of this Series B Equip-

ment Trust Certificate and of the rights of the holders of the other Equipment Trust Certificates and of the Owner, as well as for a statement of the terms and conditions of the trust created by the Trust Agreement, to all of which terms and conditions each holder hereof agrees by its acceptance of this Series B Equipment Trust Certificate.

This Series B Equipment Trust Certificate is not subject to prepayment, except as provided in Sections 5.02, 5.03 and 5.06 of the Trust Agreement and, if prepayment is made pursuant to Section 5.02(a) of the Trust Agreement, by reason of any payments from the Lessee or other amounts received by the Trustee pursuant to § 8 of the Lease upon Lessee's election to terminate the Lease with respect to a Unit, such prepayment shall be made on the termination date specified in said § 8 with respect to such Unit, at a price equal to the principal amount to be prepaid, determined as provided below, plus a premium equal to the applicable percentage set forth below of such principal amount, together with interest accrued to the date of prepayment:

<u>Termination Date</u>	<u>Percentage</u>	<u>Termination Date</u>	<u>Percentage</u>
4/2/83 -----	5.000%	4/2/87 -----	2.419%
7/2/83 -----	4.839	7/2/87 -----	2.258
10/2/83 -----	4.677	10/2/87 -----	2.097
1/2/84 -----	4.516	1/2/88 -----	1.935
4/2/84 -----	4.355	4/2/88 -----	1.774
7/2/84 -----	4.194	7/2/88 -----	1.613
10/2/84 -----	4.032	10/2/88 -----	1.452
1/2/85 -----	3.871	1/2/89 -----	1.290
4/2/85 -----	3.710	4/2/89 -----	1.129
7/2/85 -----	3.548	7/2/89 -----	.968
10/2/85 -----	3.387	10/2/89 -----	.806
1/2/86 -----	3.226	1/2/90 -----	.645
4/2/86 -----	3.065	4/2/90 -----	.484
7/2/86 -----	2.903	7/2/90 -----	.323
10/2/86 -----	2.742	10/2/90 -----	.161
1/2/87 -----	2.581	1/2/91 -----	.000

The principal amount of this Series B Equipment Trust Certificate to be prepaid from amounts received by the Trustee pursuant to § 8 of the Lease shall be in the same proportion to the principal amount of this Series B Equipment Trust Certificate outstanding on the termination date referred to above (after application of the semi-annual level payment due on this Series B Equipment Trust Certificate on such termination date or, if such termination date is not a Payment Date, after deduction of the portion of any amount held by the Trustee in accordance with Section 5.01(b) of the Trust Agreement which is applicable to the principal of this Series B Loan Certificate) as the Purchase Price of the Units with respect to which the Trustee has received such amounts is to the aggregate Purchase Price of (x) all Units subject to the Lease on such termination date and (y) all Units with respect to which the Trustee has received such amounts.

IN WITNESS WHEREOF, the Trustee has caused this Series B Equipment Trust Certificate to be duly executed on its behalf by an authorized officer as of the date first above written.

WELLS FARGO BANK, N.A.,

Trustee

By _____

Authorized Officer

SECTION 3.02. Subject to fulfillment of the conditions specified in Article IV, on the Closing Date there shall be issued to each Series A Loan Participant a single Series A Equipment Trust Certificate and to each Series B Loan Participant a single Series B Equipment Trust Certificate, in each case dated the Closing Date and payable to the order of such Loan Participant (or such other person as such Loan Participant shall have designated in writing to the Trustee) in a principal amount equal to the amount of such Loan Participant's loan pursuant to Section 1 of the Finance Agreement. Each Equipment Trust Certificate shall be payable as to principal, premium (if any) and interest and otherwise as provided in the form thereof in Section 3.01.

SECTION 3.03. All payments to be made under the Equipment Trust Certificates and under this Trust Agreement shall be made only from the income and the proceeds from the Trust Estate and only to the

extent that the Trustee shall have sufficient income or proceeds from the Trust Estate to make such payments in accordance with the terms of Article V hereof. Each holder of an Equipment Trust Certificate, by its acceptance thereof, agrees that it will look solely to the income and proceeds from the Trust Estate to the extent available for distribution to such holder as above provided and that neither the Owner nor the Trustee is personally liable to the holder of any Equipment Trust Certificate for any amounts payable under the Equipment Trust Certificates or, except as provided in Sections 7.01 and 7.03, with respect to the Trustee, and Section 8.02 and Article IX, with respect to the Owner, this Trust Agreement.

SECTION 3.04. The principal of, premium (if any) and interest on each Equipment Trust Certificate and the amounts payable to the Owner pursuant to this Trust Agreement will be payable at the office of the Trustee referred to in Section 12.05, in lawful money of the United States of America. Notwithstanding the foregoing or any provision in any Equipment Trust Certificate to the contrary, the Trustee will pay, if so requested by such holder or the Owner by written notice to the Trustee, all amounts payable by the Trustee to the holder of an Equipment Trust Certificate or a designee or nominee therefor or to the Owner (including all amounts distributed pursuant to Article V of this Trust Agreement) either (i) by crediting the amount to be distributed to such holder or the Owner to its account maintained with the Trustee, or by transferring by wire such amount to such other bank in the United States, including a Federal Reserve Bank, as shall have been specified in such direction, for credit to its account maintained at such bank, or (ii) by mailing a check payable in immediately available funds to it at such address as it shall have specified in such notice, in either case without any presentment or surrender of any Equipment Trust Certificate, except that in the case of the final payment in respect of any Equipment Trust Certificate, such Equipment Trust Certificate shall be surrendered to the Trustee. The Trustee may deem and treat the person in whose name any Equipment Trust Certificate shall have been issued by the Trustee as the absolute owner and holder of such Equipment Trust Certificate for the purpose of receiving payment of all amounts payable by the Trustee with respect to such Equipment Trust Certificate and for all other purposes, and the Trustee shall not be affected by any notice to the contrary.

SECTION 3.05. In the case of each Equipment Trust Certificate, each payment of principal and interest and premium (if any) and any other payments made thereunder (other than any amounts distributed by the Trustee pursuant to clause "*third*" of Section 5.02(a) or clause "*second*" of Sections 5.03 and 5.06) shall be applied, *first*, to the payment of accrued interest on such Equipment Trust Certificate to the date of such payment, *second*, to the payment of any premium due on such Equipment Trust Certificate in connection with such payment, *third*, to the payment of the principal amount of such Equipment Trust Certificate then due thereunder and *fourth*, the balance, if any, remaining thereafter, to the payment of the principal amount of such Equipment Trust Certificate remaining unpaid. The amount of each level payment of such Equipment Trust Certificate becoming due after application pursuant to clause *fourth* above shall be adjusted so that, upon the due payment of all level payments thereafter, the entire unpaid principal amount of and all accrued interest on such Equipment Trust Certificate shall have been paid in full.

SECTION 3.06. A holder of an Equipment Trust Certificate shall have no further beneficial interest in, or other right with respect to, the Trust Estate when and if the principal of and interest and premium (if any) on all Equipment Trust Certificates held by such holder and all other sums payable to such holder hereunder, under the Lease, the Finance Agreement and under such Equipment Trust Certificates shall have been paid in full.

SECTION 3.07. (a) The Trustee shall maintain a register for the purpose of registering transfers and exchanges of Equipment Trust Certificates.

(b) The Equipment Trust Certificates are being issued under this Trust Agreement pursuant to the express understanding, and specific representation and warranty made by each Loan Participant in the Finance Agreement, that, subject to paragraph (d) of this Section, (i) such Loan Participant is acquiring each Equipment Trust Certificate for its own account or for the account of one or more pension funds or trust funds of which it is acting as sole trustee with sole investment discretion or, if the Loan Participant is a bank, for the account of not more than five commercial banking institutions pursuant to customary bank participation arrangements; (ii) in each case each Equipment

Trust Certificate is being acquired for investment and not with a view to the distribution thereof or with any present intention of selling such Equipment Trust Certificate, provided that, subject to applicable federal and state securities laws, the disposition of such Equipment Trust Certificate shall at all times be within its control or the control of such funds, as the case may be; and (iii) if it is acquiring Equipment Trust Certificates hereunder for the account of more than one pension fund or trust fund, its decision to purchase or to recommend the purchase of all Equipment Trust Certificates to be acquired by it hereunder has been made by the same individual or group of individuals who customarily pass on investments by such funds, so that such decision is the result of one study and conclusion. Each Loan Participant and every subsequent holder of an Equipment Trust Certificate shall by its acceptance of an Equipment Trust Certificate issued under this Trust Agreement be deemed to have represented and warranted to the Trustee that it will make no sale or other distribution of the Equipment Trust Certificate or Certificates issued to it, in whole or in part, in violation of the Trust Indenture Act of 1939 or the registration provisions of the Securities Act of 1933. Except as provided in paragraph (d) of this Section, a holder of an Equipment Trust Certificate intending to transfer any or all of the Equipment Trust Certificates held by such holder to a new payee (x) shall surrender such Equipment Trust Certificate or Certificates to the Trustee at its office referred to in Section 12.06 hereof, together with a written request from such holder for the issuance of a new Equipment Trust Certificate or Certificates, specifying the denomination or denominations of the same and the name and address of the payee or payees, and (y) shall deliver to the Trustee (at such holder's expense) an opinion of counsel satisfactory to the Trustee to the effect that such transfer to a new payee may be made by the holder of such Equipment Trust Certificate or Certificates without violation of the Trust Indenture Act of 1939 or the registration provisions of the Securities Act of 1933. Except as provided in paragraph (d) of this Section, the right of such Loan Participant or other holder of an Equipment Trust Certificate to transfer such Equipment Trust Certificate, as expressed herein, shall be subject to the foregoing and no transfer may be made unless evidence of compliance with the foregoing shall have been delivered to the Trustee. Each Equipment Trust Certificate issued under this Trust Agreement shall bear a legend substantially as follows:

"This Equipment Trust Certificate has not been registered under the Securities Act of 1933, as amended, and the sale, transfer or disposition of this Equipment Trust Certificate is subject to Section 3.07 of the Trust Agreement, dated as of November 1, 1972, pursuant to which this Equipment Trust Certificate was issued, copies of which are on file at the corporate trust department of the Trustee."

(c) Promptly upon compliance with subsection (b) of this Section the Trustee will issue a new Equipment Trust Certificate or Certificates of the same series in the same aggregate original face amount, dated the same date or dates as the Equipment Trust Certificate or Certificates surrendered, and in such denomination or denominations and payable to the order of such payee or payees as shall be specified in the written request from such holder. Nothing herein contained shall prevent any holder of Equipment Trust Certificates from consolidating such Equipment Trust Certificates of the same series into a lesser number of Equipment Trust Certificates of the same series. The Trustee shall make a notation on each new Equipment Trust Certificate of the amount of all payments or prepayments of principal previously made on the old Equipment Trust Certificate or Certificates with respect to which such new Equipment Trust Certificate is issued and of the then outstanding principal amount of the new Equipment Trust Certificate and the date to which interest on such old Equipment Trust Certificate or Certificates has been paid. The Trustee shall not be required to exchange any surrendered Equipment Trust Certificate as above provided during the five-day period preceding the due date of any payment on such Equipment Trust Certificate.

(d) It is contemplated that the Series B Loan Participants will enter into agreements providing for interim financing arrangements, in form acceptable to the Owner, to be deposited with the Trustee. Any transfer of Series B Loan Certificates contemplated by such agreements may be made as therein provided without compliance with the requirements of paragraph (b) of this Section.

SECTION 3.08. If any Equipment Trust Certificate shall become mutilated, destroyed, lost or stolen, the Trustee shall, upon the written request of the holder of such Equipment Trust Certificate, execute and

deliver in replacement thereof a new Equipment Trust Certificate of the same series, payable in the same original principal amount, dated the same date as the Equipment Trust Certificate so mutilated, destroyed, lost or stolen. If the Equipment Trust Certificate being replaced has become mutilated, such Equipment Trust Certificate shall be surrendered to the Trustee. If the Equipment Trust Certificate being replaced has been destroyed, lost or stolen the holder of such Equipment Trust Certificate shall furnish to the Trustees such security or indemnity as may be required by them to save the Trustees harmless and evidence satisfactory to the Trustee of the destruction, loss or theft of such Equipment Trust Certificate and of the Ownership thereof; *provided, however*, that if the holder of such Equipment Trust Certificate is an original Loan Participant, the written undertaking of such Loan Participant delivered to the Trustee shall be sufficient security and indemnity.

SECTION 3.09. Upon the issuance of a new Equipment Trust Certificate or Certificates pursuant to Section 3.07 or 3.08, the Trustee may require the payment of a sum to reimburse it for, or to provide funds for, the payment of any tax or other governmental charge or any charges and expenses connected therewith paid or payable by the Trustee.

ARTICLE IV

ACCEPTANCE AND DELIVERY OF UNITS; ISSUANCE OF EQUIPMENT TRUST CERTIFICATES

SECTION 4.01. The Owner hereby authorizes and directs the Trustee, and the Trustee agrees that on the Delivery Date it will:

- (a) authorize a representative of the Trustee (who shall be an agent or employee of the Lessee) to accept delivery of the Units;
- (b) accept from the Builder the bill of sale with respect to the Units; and
- (c) execute and deliver to the Lessee the statement required by Section 4(h) of the Finance Agreement.

SECTION 4.02. The Owner hereby authorizes and directs the Trustee, and the Trustee agrees that on the Closing Date it will, subject to due compliance with the terms of Section 4.03:

(a) make payment, to the extent received by the Trustee, in funds of the type received from the Participants, as follows:

(i) to the Lessee, the aggregate amount of any advance payments made by Lessee to the Builder pursuant to the Purchase Order, as shown in an invoice from the Builder delivered to the Trustee on or prior to the Closing Date and certified correct by Lessee; and

(ii) to the Builder, an amount equal to the unpaid balance of the purchase price for the Units as shown in such invoice; and

(b) issue to each Loan Participant (or its designee) an Equipment Trust Certificate in the amounts and otherwise as provided in Section 3.02.

SECTION 4.03. The obligation of the Trustee to take the action required by Section 4.02 on the Closing Date shall be subject to the following conditions precedent:

(a) the Trustee shall have received notice of the Closing Date in accordance with Section 2 of the Finance Agreement;

(b) the Trustee shall have received the full amount of each Participant's Commitment pursuant to Section 1 of the Finance Agreement; and

(c) the terms and conditions of Section 4 of the Finance Agreement shall have been complied with in a manner satisfactory to the Trustee.

ARTICLE V

RECEIPT, DISTRIBUTION AND APPLICATION OF INCOME FROM THE TRUST ESTATE

SECTION 5.01. (a) Except as otherwise provided in Section 5.03, each payment of Basic Rent as well as any payment of interest on overdue installments of Basic Rent received by the Trustee at any

time shall be distributed by the Trustee on the Payment Date with respect to which such payment was received or if such payment is not received on or before such Payment Date as soon thereafter as it shall be received, in the following order of priority: *first*, so much of such payment as shall be required to pay in full the aggregate amount of the payments of principal and interest (as well as any interest on overdue principal or interest) then due on the Equipment Trust Certificates shall be distributed to the holders of the Equipment Trust Certificates ratably without priority of one over the other; and, *second*, the balance, if any, of such payment remaining thereafter shall be distributed to the Owner.

(b) Except as provided in paragraph (a) of this Section and in Section 5.03, as long as and only so long as the Owner shall not have failed to make due and punctual payment of any prior certificate of deposit referred to in this paragraph and unless an Event of Default shall have occurred and be continuing, each payment of Basic Rent received by the Trustee with respect to a Rental Payment Date which is not a Payment Date shall be invested by the Trustee in a non-negotiable, non-interest-bearing certificate of deposit issued by the Owner in the amount of such payment of Basic Rent. Such certificate of deposit shall mature on the business day next preceding the next succeeding Payment Date and shall be payable to the order of the Trustee in immediately available funds at the office of the Trustee referred to in Section 12.05, irrespective of whether or not such certificate of deposit shall have been presented to the Owner for payment. The amount paid by the Owner to the Trustee upon maturity of such certificate of deposit, which shall be in the same amount as such payment of Basic Rent, shall be disbursed by the Trustee in accordance with paragraph (a) of this Section. If an Event of Default shall occur and be continuing, the Owner hereby unconditionally agrees to pay to the Trustee an amount equal to the principal amount of such certificate of deposit forthwith upon demand by the Trustee, whether or not it shall have matured and such amount shall be disbursed by the Trustee in accordance with Section 5.03 hereof. The Owner hereby unconditionally and irrevocably guarantees to the Trustee and the Loan Participants that such certificate of deposit and the deposits in respect thereof shall not be subject to any setoff, counterclaim, recoupment, stop notice or other diversion or withholding by the Owner or by anyone claiming

through or on behalf of or against the Owner. Upon receipt by the Trustee of the principal amount of such certificate of deposit, at maturity or as otherwise provided in this paragraph, the Trustee shall mark "cancelled" and return such certificate of deposit to the office of the Owner referred to in Section 12.05.

SECTION 5.02. Except as otherwise provided in Section 5.03:

(a) any payment received by the Trustee as the result of the sale of obsolete or surplus Units pursuant to § 8(a) of the Lease, as well as any payment received by the Trustee from the Lessee with respect to such Units pursuant to § 8(b) of the Lease, and

(b) any payment received by the Trustee from the Lessee pursuant to § 7(a)(i) of the Lease as the result of a Casualty Occurrence, as well as any insurance, condemnation or other payment referred to in § 9(b) of the Lease received directly or through the Lessee, to the extent such payment is not required to be paid to the Lessee pursuant to said § 9(b),

shall, to the extent any such payment is not required to be paid to the Lessee pursuant to said Sections solely because an Event of Default shall have occurred, be held by the Trustee as security for the obligations of Lessee under the Lease and at such time as there shall not be continuing any Event of Default, shall be paid to the Lessee unless the Trustee shall have declared the Lease to be in default pursuant to § 14 thereof in which event such payments shall be distributed in accordance with Section 5.03, and all other such payments referred to in the foregoing clauses (a) and (b) shall be distributed by the Trustee in the following order of priority: *first*, so much of such payment as shall be required to reimburse the Trustee for any expenses (to the extent not previously reimbursed) in connection with any such sale or with the collection or distribution of such payment shall be distributed to the Trustee; *second*, the balance of such payment, until payment in full of the aggregate unpaid principal amount of all Equipment Trust Certificates, plus interest and premium (if any), shall be distributed to the holders of the Equipment Trust Certificates ratably, without priority of one over the other; *third*, in the manner provided in clause "*second*" of Section 5.03; and *fourth*, the balance, if any, of such payment remaining thereafter shall be distributed to the Owner.

SECTION 5.03. All payments received and amounts realized by the Trustee after the Trustee shall have declared the Lease to be in default pursuant to §14 thereof, as well as all payments or amounts then held or thereafter received by the Trustee as part of the Trust Estate while such declaration remains in effect, shall be distributed by the Trustee in the following order of priority: *first*, so much of such payments or amounts as shall be required to reimburse the Trustee for any tax, expense or other loss incurred by the Trustee and for the reasonable remuneration of the Trustee (to the extent not previously reimbursed or paid) shall be distributed to the Trustee; *second*, so much of such payments or amounts as shall be required to reimburse the then existing or prior holders of the Equipment Trust Certificates for payments, together with interest thereon at the rate of 9% per annum, made to the Owner pursuant to Section 6.03(b) (to the extent not previously reimbursed) shall be distributed to the then existing holders of the Equipment Trust Certificates ratably, without priority of one over the other, in accordance with the amount of the payment or payments made by each such then existing or prior holder pursuant to Section 6.03(b) and applicable, as provided in said Section, to the Equipment Trust Certificates held by such existing holder at the time of distribution by the Trustee; *third*, so much of such payments or amounts as shall be required to pay in full the aggregate unpaid principal amount of all Equipment Trust Certificates then outstanding, plus the accrued but unpaid interest and premium (if any) thereon to the date of distribution, shall be distributed to the holders of such Equipment Trust Certificates ratably, without priority of one over the other; and *fourth*, the balance, if any, of such payments or amounts remaining thereafter shall be distributed to the Owner.

SECTION 5.04. Except as otherwise provided in Section 5.03, all payments received by the Trustee from the Lessee pursuant to § 12(b) of the Lease shall be distributed by the Trustee to the Owner.

SECTION 5.05. Except as otherwise provided in Section 5.03, any payments received by the Trustee for which provision as to the application thereof is made in the Lease shall be applied to the purpose for which such payment was made in accordance with the terms of the Lease.

SECTION 5.06. Except as otherwise provided in Sections 5.03, 5.04 and 5.05:

(a) any payments received by the Trustee for which no provision as to the application thereof is made in the Lease or elsewhere in this Article V, and

(b) all payments received and amounts realized by the Trustee under the Lease or otherwise with respect to Units (including, without limitation, all amounts realized upon the sale or re-lease of Units after the termination of the Lease with respect thereto) to the extent received or realized at any time after payment in full of the principal of and interest and premium (if any) on all Equipment Trust Certificates, as well as any other amounts remaining as part of the Trust Estate after payment in full of the principal of and interest and premium (if any) on all Equipment Trust Certificates issued hereunder,

shall be distributed by the following order of priority: *first*, in the manner provided in clause "*first*" of Section 5.03; *second*, in the manner provided in clause "*second*" of Section 5.03; and *third*, in the manner provided in clause "*fourth*" of Section 5.03.

ARTICLE VI

DUTIES OF THE TRUSTEE

SECTION 6.01. In the event the Trustee shall have knowledge of an Event of Default, the Trustee shall give prompt written notice of such Event of Default to each holder of an Equipment Trust Certificate and the Owner by first class registered or certified mail, postage prepaid, unless such Event of Default shall have been remedied before the giving of such notice. Subject to the terms of Section 6.03, the Trustee shall take such action with respect to an Event of Default, including, but without limitation, waiving such Event of Default or the consequences thereof, as the Trustee shall be directed in writing by a Majority in Interest of Participants. If the Trustee shall not have received instructions as above provided within 20 days after mailing notice of such Event of Default to the holders of the Equipment Trust Certificates and the Owner, the Trustee may, until it shall have received such instructions, take such action, or refrain from taking such action, with respect

to such Event of Default as it shall deem advisable in the best interests of the holders of the Equipment Trust Certificates. In the event the Trustee shall at any time declare the Lease to be in default pursuant to § 14 thereof, the unpaid principal amount of all Equipment Trust Certificates then outstanding with accrued interest and premium (if any) thereon shall immediately become due and payable without further act or notice of any kind. For all purposes of this Trust Agreement, in the absence of actual knowledge, the Trustee shall not be deemed to have knowledge of an Event of Default unless notified in writing by the Lessee or one or more holders of Equipment Trust Certificates or the Owner, except that the Trustee shall be deemed to have knowledge of an Event of Default upon the failure of the Lessee to pay any instalment of Basic Rent within ten days after the same shall become due.

SECTION 6.02. Subject to the terms of Section 6.03, the Trustee shall, upon the written instructions at any time and from time to time of a Majority in Interest of Participants, take such of the following actions as may be specified in such instructions:

(i) give such notice or direction or exercise such right or power under the Lease, the Purchase Order or the Assignment as shall be specified in such instructions, or take such other action (including, without limitation, such action to preserve or protect the Trust Estate (including the discharge of liens or encumbrances) as the Lessee shall not be required to take in accordance with the terms of the Lease) as shall be specified in such instructions;

(ii) approve as satisfactory to it all matters required by the terms of the Lease to be satisfactory to it, it being understood that without the written instructions of a Majority in Interest of Participants, the Trustee shall not approve any such matter as satisfactory to it, except that in connection with the matters referred to in § 4 of the Finance Agreement the Trustee shall approve as satisfactory any such matters which the Participants have approved as satisfactory to them, as evidenced by their making the full amount of their Commitments available to the Trustee; and

(iii) subject to § 16 of the Lease, after the expiration or earlier termination of the Lease with respect to any Unit, convey all the Trustee's right, title and interest in and to such Unit for such

amount, on such terms and to such purchaser or purchasers as shall be designated in such instructions, or lease or otherwise dispose of such Unit on such terms as shall be designated in such instructions.

Nothing in this Section shall be deemed to be in derogation of the Trustee's duties and responsibilities to take action or to refrain from taking action with respect to an Event of Default if the Trustee shall not have received instructions of a Majority in Interest of Participants as set forth in Section 6.01.

SECTION 6.03. (a) The Trustee shall not be required to take any action under Section 6.01 or 6.02 unless the Trustee shall have been indemnified by the Owner, in manner and form satisfactory to the Trustee, against any liability, cost or expense (including counsel fees) which may be incurred in connection with such action; and if a Majority in Interest of Participants shall have directed the Trustee to take any such action, the Owner agrees to furnish such indemnity as shall be required. The Trustee shall not be required to take any action under Section 6.01 or 6.02, nor shall any other provision of this Trust Agreement be deemed to impose a duty on the Trustee to take any action, if the Trustee shall have been advised by counsel that such action is contrary to the terms of the Lease or is otherwise contrary to law.

(b) Each holder of an Equipment Trust Certificate by its acceptance of such Equipment Trust Certificate agrees that if, prior to payment in full of all Equipment Trust Certificates issued hereunder, the Owner shall make any payment to, or deposit with, the Trustee required to be made pursuant to paragraph (a) of this Section, such holder will reimburse the Owner by paying to the Trustee the ratable share of such payment or deposit applicable to each Equipment Trust Certificate held by such holder, such ratable share in respect of each Equipment Trust Certificate to be an amount which bears the same ratio to 78.892235% of such payment or deposit as the unpaid principal amount of such Equipment Trust Certificate as of the date of such payment or deposit bears to the aggregate unpaid principal amount of all Equipment Trust Certificates issued hereunder as of such date. Such reimbursement payments shall be distributed by the Trustee to the Owner.

SECTION 6.04. The Trustee shall have no duty or obligation to manage, control, use, sell, dispose or otherwise deal with any Unit or any

other part of the Trust Estate, or to otherwise take or refrain from taking any action under, or in connection with, the Lease or the Assignment or any action with respect to the Units, except as expressly provided by the terms of this Trust Agreement or as expressly provided in written instructions pursuant to Section 6.01 or 6.02; and no implied duties or obligations shall be read into this Trust Agreement against the Trustee. The Trustee nevertheless agrees that it will, at its own cost and expense, promptly take such action as may be necessary to duly discharge any liens or encumbrances on any part of the Trust Estate which result from claims against the Trustee not related to the ownership of the Units or the administration of the Trust Estate.

SECTION 6.05. The Trustee agrees that it will not manage, control, use, sell, dispose or otherwise deal with any Unit or any other part of the Trust Estate except (i) as required by the terms of the Lease, (ii) in accordance with the powers granted to, or the authority conferred upon, the Trustee pursuant to this Trust Agreement or (iii) in accordance with written instructions pursuant to Section 6.01 or 6.02.

ARTICLE VII

THE TRUSTEE

SECTION 7.01. The Trustee accepts the trusts hereby created and agrees to perform the same but only upon the terms of this Trust Agreement. The Trustee shall not be answerable or accountable under any circumstances, except for its own wilful misconduct or gross negligence.

SECTION 7.02. Except in accordance with written instructions furnished pursuant to Section 6.02 and without limitation of the generality of Section 6.04, the Trustee shall have no duty (i) to see to any recording or filing of the Lease or of this Trust Agreement, or to see to the maintenance of any such recording or filing, (ii) to see to any insurance on the Units or to effect or maintain any such insurance, whether or not the Lessee shall be in default with respect thereto, (iii) except as provided in Section 6.04, to see to the payment or discharge of any tax, assessment or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Trust Estate, (iv) to confirm or verify any financial statements

of the Lessee or (v) to inspect the Units at any time or ascertain or inquire as to the performance or observance of any of the Lessee's covenants under the Lease.

SECTION 7.03. *The Trustee makes (i) no representation or warranty as to the value, condition, merchantability or fitness for use of any Unit or as to its title thereto, or any other representation or warranty with respect to the Units whatsoever except that the Trustee hereby represents and warrants to each Participant that on the Delivery Date the Trustee shall have received whatever title was conveyed to it by the Builder and that each Unit shall be free of liens and encumbrances which may result from claims against the Trustee not related to the ownership of the Units or the administration of the Trust Estate or any other transaction pursuant to this Trust Agreement or any document included in the Trust Estate, and (ii) no representation or warranty as to the validity, legality or enforceability of this Trust Agreement, the Equipment Trust Certificates, the Lease, the Finance Agreement, the Purchase Order or the Assignment or as to the correctness of any statement contained in any thereof, except that the Trustee hereby represents and warrants to each Participant that this Agreement has been, and each of said other documents (other than the Purchase Order) will be, executed and delivered by one of its officers who is and will be duly authorized to execute and deliver such document on its behalf.*

SECTION 7.04. Monies received by the Trustee hereunder need not be segregated in any manner except to the extent required by law and may be deposited with the Trustee under such general conditions as may be prescribed by law in the general banking department of the Trustee, and the Trustee shall not be liable for any interest thereon.

SECTION 7.05. The Trustee shall not incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Trustee may accept a copy of a resolution of the Board of Directors or the Executive Committee, if any, of the Lessee, certified by the Secretary or an Assistant Secretary of the Lessee as duly adopted and in full force and effect, as conclusive

evidence that such resolution has been duly adopted by said Board or Executive Committee and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Trustee may for all purposes hereof rely on a certificate, signed by the Chairman of the Board, or by the President, or by any Vice President of the Lessee, as to such fact or matter, and such certificate shall constitute full protection to the Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon. In the administration of the trusts hereunder, the Trustee may execute any of the trusts or powers hereof and perform its powers and duties hereunder directly or through agents or attorneys and may, at the expense of the Trust Estate, advise with counsel, accountants and other skilled persons to be selected and employed by it, and the Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons.

SECTION 7.06. In accepting the trusts hereby created, the Trustee acts solely as trustee hereunder and not in its individual capacity; and all persons, other than the holders of Equipment Trust Certificates to the extent provided in Section 7.01, having any claim against the Trustee by reason of the transactions contemplated hereby shall look only to the Trust Estate for payment or satisfaction thereof.

SECTION 7.07. The Trustee agrees that it shall have no right against the holders of the Equipment Trust Certificates, the Participants or, except as specifically provided in this Trust Agreement, the Trust Estate for any fee as compensation for services hereunder.

SECTION 7.08. Any and all exculpatory provisions, immunities and indemnities in favor of the Trustee under this Agreement shall inure to the benefit of the Trustee in its capacity as such, as Lessor under the Lease and as Assignee under the Assignment.

ARTICLE VIII

INDEMNIFICATION BY OWNER

SECTION 8.01. The Owner hereby agrees, whether or not any of the transactions contemplated hereby shall be consummated, to assume

liability for, and to indemnify, protect, save and keep harmless the Trustee, its successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes, claims, actions, suits, costs, expenses or disbursements (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Trustee (whether or not also indemnified against by the Lessee under the Lease or under the Finance Agreement or also indemnified against by Builder or any other person) in any way relating to or arising out of this Agreement, the Equipment Trust Certificates, the Lease, the Finance Agreement, the Purchase Order or the Assignment or the enforcement of any of the terms of any thereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Unit (including, without limitation, latent and other defects, whether or not discoverable, and any claim for patent, trademark or copyright infringement), or in any way relating to or arising out of the administration of the Trust Estate or the action or inaction of the Trustee hereunder, except only in the case of wilful misconduct or gross negligence on the part of the Trustee in the performance of its duties hereunder. The indemnities contained in this Section shall survive the termination of this Agreement. In addition, if necessary, the Trustee shall be entitled to indemnification from the Trust Estate for any liability, obligation, loss, damage, penalty, claim, action, suit, cost, expense or disbursements indemnified against pursuant to this Section to the extent not reimbursed by the Lessee, the Owner, the Builder or any other person; and to secure the same the Trustee shall have a lien on the Trust Estate prior to any interest therein of any holder of an Equipment Trust Certificate or the Owner.

SECTION 8.02. The Owner hereby agrees to indemnify and hold harmless all holders from time to time of Equipment Trust Certificates from and against any reduction in the amount payable out of the Trust Estate to such holders in respect of such Equipment Trust Certificates or other loss, cost or expense incurred by such holders as a result of the imposition or enforcement of any lien or claim against the Trust Estate by any taxing authority because of non-payment by the Owner of taxes imposed or measured by the net income of the Owner by such taxing authority.

ARTICLE IX

TRANSFER OF EQUIPMENT TRUST CERTIFICATES
AND OWNER'S INTEREST

SECTION 9.01. The Owner shall not assign, convey or otherwise transfer any of its right, title or interest in and to this Agreement, the Trust Estate or the Finance Agreement; *provided, however*, that the Owner may convey to any person (hereinafter referred to as the "transferee") all, but not less than all, of its right, title and interest as an Owner in and to this Agreement, the Trust Estate and the Finance Agreement, provided (i) the transferee enters into an agreement or agreements, in form and substance satisfactory to the Trustee and special counsel to the Loan Participants, whereby such person confirms that it shall be deemed a party to the Finance Agreement and a party to this Trust Agreement and agrees to be bound by all the terms of, and to undertake all of the obligations of the Owner contained in, the Finance Agreement and this Trust Agreement, (ii) the Owner assumes the risk of any adverse tax consequences to the Owner resulting from such conveyance and (iii) that, if the transferee is not a bank or lending institution with a combined capital and surplus of at least \$25,000,000, the Owner shall, (x) unless the requirement of a tax indemnification agreement shall have been waived by the holders of more than 50% in aggregate principal amount of Equipment Trust Certificates pursuant to Section 9.02, enter into a tax indemnification agreement, in form and substance satisfactory to special counsel to the Loan Participants, with the Trustee for the benefit of the holders of the Equipment Trust Certificates pursuant to which the Owner will indemnify and hold harmless all present and future holders of Equipment Trust Certificates from and against any reduction in the amount payable out of the Trust Estate to such holders in respect of Equipment Trust Certificates, or other loss, cost or expense incurred by such holders, as a result of the imposition or enforcement of any lien or claim against the Trust Estate by any taxing authority because of the nonpayment by the transferee of taxes imposed on or measured by the net income of the transferee by such taxing authority and (y) remain jointly and severally liable with the transferee for its obligations under Section 8.01. Upon any such conveyance by the Owner to the transferee as above provided, such transferee shall be deemed the Owner for all purposes hereof, and shall be deemed to have invested all the Owner's Commitment in the Units,

and each reference herein to the Owner shall thereafter be deemed a reference to such transferee.

SECTION 9.02. Any Owner proposing to transfer its interests hereunder pursuant to Section 9.01 shall give written notice to the Trustee, specifying the name and address of the proposed transferee and specifying the facts necessary to determine whether or not the holders of the Equipment Trust Certificates are entitled to tax indemnification in respect of such transfer pursuant to clause (x) of clause (iii) of the proviso to the first sentence of Section 9.01 and the Trustee shall promptly notify each holder of an Equipment Trust Certificate in writing of the proposed transfer, requesting each holder of an Equipment Trust Certificate to notify the Trustee in writing whether or not it requests such tax indemnification, if the holders of Equipment Trust Certificates are entitled to such indemnity. Any such holder which has not notified the Trustee within 30 days after such notice from the Trustee shall be deemed to have waived such tax indemnification. Not later than 5 days after the end of such 30-day period the Trustee shall notify the Owner whether or not tax indemnification in respect of such transfer has been waived by holders of more than 50% in aggregate principal amount of Equipment Trust Certificates outstanding as of the date of such notice from the Trustee.

SECTION 9.03. At any time after the occurrence and during the continuance of an Event of Default and upon the written request of the Owner, each holder of an Equipment Trust Certificate agrees that it will, upon receipt from the Owner of an amount equal to the aggregate unpaid principal amount of all Equipment Trust Certificates then held by such holder, together with accrued interest and premium (if any) thereon to the date of payment, plus all other sums then due and payable to such holder hereunder or under the Finance Agreement, the Lease and such Equipment Trust Certificates, forthwith sell, assign, transfer and convey to the Owner all of the right, title and interest of such holder in and to the Trust Estate, the Finance Agreement, this Trust Agreement and all Equipment Trust Certificates held by such holder and the Owner shall assume all of such holder's obligations under the Finance Agreement. If the Owner shall so request, such holder will comply with all the provisions of Section 3.07, at the Owner's expense, to enable new Equipment Trust Certificates to be issued to the

Owner in such denominations as the Owner shall request. All charges and expenses required pursuant to Section 3.09 in connection with the issuance of any such new Equipment Trust Certificate shall be borne by the Owner.

ARTICLE X

SUCCESSOR TRUSTEE

SECTION 10.01. (a) The Trustee or any successor thereto may resign at any time without cause by giving at least 30 days' prior written notice to the Owner and each holder of an Equipment Trust Certificate. In addition, a Majority in Interest of Participants may at any time remove the Trustee without cause by an instrument in writing delivered to the Trustee, the Owner and each other holder of an Equipment Trust Certificate. Any such resignation or removal shall only become effective upon the appointment as hereinafter provided of a successor Trustee and the acceptance of such appointment by such successor Trustee. In the case of the resignation or removal of the Trustee, a Majority in Interest of Participants may appoint a successor Trustee by an instrument signed by such Majority in Interest of Participants. If a Majority in Interest of Participants shall not have appointed a successor Trustee within 30 days after such notice of resignation or removal, the Trustee, the Owner or any holder of an Equipment Trust Certificate may apply to any court of competent jurisdiction to appoint a successor Trustee to act until such time, if any, as a successor shall have been appointed by a Majority in Interest of Participants as above provided. Any successor Trustee so appointed by such court shall immediately and without further act be superseded by any successor Trustee appointed by a Majority in Interest of Participants within one year from the date of the appointment by such court.

(b) Any successor Trustee, whether appointed by a court or by a Majority in Interest of Participants or otherwise, shall execute and deliver to the predecessor Trustee an instrument accepting such appointment, and thereupon such successor Trustee, without further act, shall become vested with all the estates, properties, rights, powers, duties and trusts of the predecessor Trustee in the trusts hereunder with like effect as if originally named as a Trustee herein; but nevertheless upon

the written request of such successor Trustee, such predecessor Trustee shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of such predecessor Trustee, and such predecessor Trustee shall duly assign, transfer, deliver and pay over to such successor Trustee any property or moneys then held by such predecessor Trustee upon the trusts herein expressed.

SECTION 10.02. Any successor Trustee, however appointed, shall be a bank or trust company having a combined capital and surplus of at least \$25,000,000.

SECTION 10.03. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation to which substantially all the business of the Trustee may be transferred, shall, subject to the terms of Section 10.02, be the Trustee under this Trust Agreement without further act.

ARTICLE XI

SUPPLEMENTS AND AMENDMENTS TO THIS TRUST AGREEMENT AND OTHER DOCUMENTS

SECTION 11.01. At any time and from time to time, upon the written request of a Majority in Interest of Participants, (i) the Trustee shall execute a supplement hereto for the purpose of adding provisions to, or changing or eliminating provisions of, this Trust Agreement as specified in such request, provided that the Owner shall also execute the same and (ii) the Trustee shall enter into such written amendment of or supplement to the Lease, the Assignment or the Purchase Order as the Lessee or the Builder, as the case may be, may agree to and as may be specified in such request, or execute and deliver such written waiver or modification of the terms of the Lease, the Assignment or the Purchase Order as may be specified in such request; *provided, however,* that, without the consent of the Owner and each holder of an Equipment Trust Certificate then outstanding no such supplement to this Agreement or amendment of or supplement to the Lease,

the Assignment or the Purchase Order, or waiver or modification of the terms of any thereof, shall (i) modify any of the provisions of this Section or of Section 6.01 or 6.02 or the definition of Majority in Interest of Participants, (ii) reduce the amount or extend the time of payment of any amount owing under any Equipment Trust Certificate or alter or modify the provisions of Article V hereof with respect to the order of priorities in which distributions thereunder shall be made as between the holders of Equipment Trust Certificates and the Owner, (iii) reduce, modify or amend any indemnities in favor of the Participants (except that the indemnities contained in § 12(b) of the Lease may be modified with the consent of the Owner only), (iv) reduce the amount or extend the time of payment of the Basic Rent, Termination Value or Casualty Value for any Unit as set forth in the Lease, or (v) modify, amend or supplement the Lease or consent to any assignment of the Lease, in either case releasing the Lessee from its obligations in respect of the payment of the Basic Rent, Termination Value or Casualty Value for any Unit or changing the absolute and unconditional character of the obligations of the Lessee as set forth in § 20 of the Lease.

SECTION 11.02. If in the opinion of the Trustee any document required to be executed pursuant to the terms of Section 11.01 affects any immunity or indemnity in favor of the Trustee under this Trust Agreement or the Lease, the Trustee may in its discretion decline to execute such document.

SECTION 11.03. It shall not be necessary for any written request of the holders of Equipment Trust Certificates furnished pursuant to Section 11.01 to specify the particular form of the proposed document to be executed pursuant to said Section, but it shall be sufficient if such request shall indicate the substance thereof.

SECTION 11.04. Promptly after the execution by the Trustee of any document entered into pursuant to Section 11.01, the Trustee shall mail, by first class mail, postage prepaid, a conformed copy thereof to the Owner and each holder of an Equipment Trust Certificate at its address last known to the Trustee, but the failure of the Trustee to mail such conformed copies shall not impair or affect the validity of such document.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. This Trust Agreement and the trusts created hereby shall terminate and this Trust Agreement shall be of no further force or effect upon the earlier of (i) the sale or other final disposition by the Trustee of all Units at any time part of the Trust Estate and the final distribution by the Trustee of all monies and other property or proceeds constituting part of the Trust Estate in accordance with the terms hereof, provided that at such time the Lessee shall have fully complied with all of the terms of the Lease and the Finance Agreement, or (ii) 21 years less one day after the death of the last survivor of the lineal descendants of the late Joseph P. Kennedy, father of the late John F. Kennedy, President of the United States, living on the Closing Date; otherwise this Trust Agreement and the trusts created hereby shall continue in full force and effect in accordance with the terms hereof.

SECTION 12.02. Neither the Owner nor any holder of an Equipment Trust Certificate shall have legal title to any part of the Trust Estate. No transfer, by operation of law or otherwise, of any Equipment Trust Certificate or other right, title and interest of any holder of an Equipment Trust Certificate in and to the Trust Estate or hereunder shall operate to terminate this Trust Agreement or the trusts hereunder or entitle any successor or transferee of such holder to an accounting or to the transfer to it of legal title to any part of the Trust Estate.

SECTION 12.03. Any sale or other conveyance of any Unit by the Trustee made pursuant to the terms of this Trust Agreement or of the Lease shall bind the Owner and the holders of the Equipment Trust Certificates and shall be effective to transfer or convey all right, title and interest of the Trustee and such holders in and to such Unit. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Trustee.

SECTION 12.04. Nothing in this Trust Agreement, whether express or implied, shall be construed to give to any person other than the Trustee, the Owner and the holders of the Equipment Trust Certificates any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any Equipment Trust Certificate; but this Trust Agreement and the Equipment Trust Certificates shall be held to be for the sole and exclusive benefit of the Trustee, the Owner and the holders of the Equipment Trust Certificates.

SECTION 12.05. Unless otherwise expressly specified or permitted by the terms hereof, all notices shall be in writing, mailed by first class mail, postage prepaid, and (i) if to the Trustee, addressed to it at its corporate trust department at P. O. Box 44011, 475 Sansome Street, San Francisco, Cal. 94120, Attention: Corporate Trust Department, and (ii) if to the Owner or any holder of an Equipment Trust Certificate, addressed to it at the address set forth in the Finance Agreement or as it shall have furnished in writing to the Trustee. Whenever any notice in writing is required to be given by the Trustee, the Owner or any holder of an Equipment Trust Certificate to any of the other of them, such notice shall be deemed given and such requirement satisfied if such notice is mailed by regular mail, postage prepaid, addressed as provided above, unless otherwise expressly provided by the terms hereof.

SECTION 12.06. Any provision of this Trust Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 12.07. No term or provision of this Trust Agreement or the Equipment Trust Certificates may be changed, waived, discharged or terminated orally, but, except as provided in Section 11.01, only by an instrument in writing signed by the party or other person against whom enforcement of the change, waiver, discharge or termination is sought; and any waiver of the terms hereof or of any Equipment Trust Certificate shall be effective only in the specific instance and for the specific purpose given.

SECTION 12.08. This Trust Agreement may be executed by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Trustee and its successors and assigns and the Owner and its successors and, subject to Article IX, its assigns. Any request, notice, direction, consent, waiver or other instrument or action by any holder of an Equipment Trust Certificate shall bind the successors and assigns of such holder.

SECTION 12.10. The headings of the various Articles herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 12.11. This Trust Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written and to be delivered in the State of California.

NATIONAL BANK OF TULSA

[SEAL]

By Jess E. Nash
Vice President

Attest:

Kay Pearson
Vice President & Cashier

WELLS FARGO BANK, N.A., Trustee

[SEAL]

By Jack W. Welf
Trust Officer

Attest:

[Signature]
ASSISTANT SECRETARY

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.:

On the 15 day of November, 1972, before me personally came Jess E. Nash, to me known, who, being by me duly sworn, did depose and say that he resides at Tulsa, Oklahoma; that he is a Vice President of NATIONAL BANK OF TULSA, the association described in and which executed the foregoing instrument; that he knows the seal of said association; that the seal affixed to said instrument is such association seal; that it was so affixed by order of the board of directors of said association, and that he signed his name thereto by like order.

Selma R. Conlan

Notary Public

My Commission Expires August 18, 1974

STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO } ss.:

On the 16th day of November, 1972, before me personally came JACK W. WETZEL, to me known, who, being by me duly sworn, did depose and say that he resides at SAN FRANCISCO CALIFORNIA; that he is a Trust Officer of WELLS FARGO BANK, N.A., the association described in and which executed the foregoing instrument; that he knows the seal of said association; that the seal affixed to said instrument is such association seal; that it was so affixed by order of the board of trustees of said association, and that he signed his name thereto by like order.

Selma R. Conlan

Notary Public

